

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McClatchy Management Services, Inc.		04/28/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Anchorage Daily News, Inc.		
Street Address:	1001 Northway Drive		
City:	Anchorage		
State/Country:	ALASKA		
Postal Code:	99508		
Entity Type:	CORPORATION: ALASKA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86172264	61° NORTH	
Registration Number:	2674315	ANCHORAGE DAILY NEWS	
CORRESPONDENCE DATA			
Fax Number:	5102952401		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	510-841-9800		
Email:	trademarks@cobaltlaw.com		
Correspondent Name:	Tsan Abrahamson		
Address Line 1:	918 Parker Street		
Address Line 2:	Building A21		
Address Line 4:	Berkeley, CALIFORNIA 94710		
ATTORNEY DOCKET NUMBER:	ANCHORAGE ASSIGNMENT		
NAME OF SUBMITTER:	Tsan Abrahamson		
SIGNATURE:	/Tsan Abrahamson/		
DATE SIGNED:	05/28/2014		
Total Attachments: 4			
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TRADEMARK

IP ASSET ASSIGNMENT AGREEMENT

This IP ASSET ASSIGNMENT AGREEMENT (this "Agreement") dated as of April 28, 2014 ("Effective Date"), is made and entered into between McClatchy Management Services, Inc., a Delaware corporation ("Transferor"), and Anchorage Daily News, Inc., an Alaska corporation ("Transferee").

WHEREAS, Transferor owns title and other rights in and to certain intellectual property assets, including technology and intellectual property rights, as set forth on Exhibit A hereto (the "IP Assets");

WHEREAS, Transferor and Transferee entered into that certain Stock Purchase Agreement (the "Purchase Agreement") of even date herewith pursuant to which, among other things, Transferor agreed to sell, transfer, assign and convey the IP Assets to Transferee;

WHEREAS, Transferor now wishes to transfer to Transferee the IP Assets;

NOW THEREFORE, in consideration of the covenants, promises obligations set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1 Assignment of IP. Transferor hereby grants, bargains, transfers, sells, assigns, conveys and delivers to Transferee all of Transferor's right, title and interest, if any, in and to any and all of the IP Assets and (i) all rights to sue for, and all remedies against, past, present and future infringements and misappropriations arising therefrom and (ii) all related rights of priority and protection of interests (collectively, "Assigned Assets").

2 Further Assurances. From time to time following the Effective Date, each of the parties hereto shall, at the other party's reasonable request and expense, execute and deliver such documents and other papers as may be required to carry into effect the assignments and transfers in this Agreement or to enable Transferee to obtain the full benefits of this Agreement, which may include but shall not be limited to taking such steps as may be necessary to effect the changes in name of registrant for the domain names comprising part of the IP Assets, by the name change provisions of the applicable domain name registrar.

3 Moral Rights. Any assignment of copyright under this Agreement includes all rights of paternity, attribution, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively, "Moral Rights"). To the extent Moral Rights cannot be transferred or assigned under applicable law and to the extent allowed by applicable law, Transferor hereby waives all Moral Rights with respect to all copyrights and copyrightable works included in the Assigned Assets, and all uses thereof, and consents to any action of Transferee that would violate such Moral Rights in the absence of such waiver or consent.

4 No Third Party Beneficiaries. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity any rights or remedies under or by reason of this Agreement nor be relied upon other than the parties hereto and their permitted successors or assigns.

5 NO REPRESENTATIONS; LIMITATION OF LIABILITY. THE ASSIGNED ASSETS ARE ASSIGNED "AS IS" AND THERE ARE NO REPRESENTATIONS AND WARRANTIES MADE BY ANY PARTY UNDER THIS AGREEMENT, WHETHER EXPRESS,

IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, CUSTOM, TRADE OR NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

6 Entire Agreement. This Agreement (including the schedules and exhibits hereto) and all other documents executed in connection with the consummation of the transactions contemplated herein, contain the entire agreement among the parties with respect to the Assigned Assets and related transactions, and supersedes all prior agreements, written or oral, with respect thereto.

7 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to its conflict of law principles.

8 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and legal representatives.

9 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other governmental authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

10 Amendment, Waiver and Termination. This Agreement cannot be amended, waived or terminated except by a writing signed by the parties hereto.

11 Headings; Execution in Counterparts. The section headings and captions contained herein are for convenience of reference only and shall not control or affect the meaning or construction of any provision hereof. This Agreement may be executed in any number of counterparts (including by fax and .pdf), each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

(Signature pages follow)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TRANSFEROR:

McClatchy Management Services, Inc.,
a Delaware corporation

By: *R. Elaine Lintecum*
Name: R. Elaine Lintecum
Its: President, Asst. Secretary +

Treasurer

TRANSFeree:

Anchorage Daily News, Inc.,
an Alaska corporation

By: *R. Elaine Lintecum*
Name: R. Elaine Lintecum
Its: VP, Asst Secretary + Treasurer

MATSUOPENHOUSE.COM
 MATSUSPORTS.COM
 MATSUVALLEY.COM
 MATSU-VALLEY.COM
 MATSUVALLEYCARS.COM
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 THEANCHORAGEDAILYNEWS.COM
 THEVOICEOFTHETIMES.COM
 VOICEOFTHETIME.COM
 VOICEOFTIMES.COM
 WOMANSALASKA.COM

Trademarks:

MARK	FED/ST	CLASS	REG #
61° NORTH (not filed yet)	Fed	16	86172264
ALASKA VISITORS GUIDE	AK	16	3324
ANCHORAGE DAILY NEWS	Fed	16	2674315